

Exhibit A

Base Contract

Exhibit A



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

KARRENA INTERNATIONAL CHIMNEY.

57 South Long St.
Williams Ville 14221 New York -USA
+1 716 650 3424
ATTN: Alastair Morton arm@karrenaintl.com
M: +1 716 390 2933

Cost Codes: Date Purchase Order Number
13.02 January 09th, 2020 CDS-COM-OC-CPI-4014 REV.00

HOT SALTS TANK NEW FOUNDATION ERECTION

Through this Order, COBRA THERMOSOLAR PLANTS, INC. (herein COBRA) , hereby confirm that KARRENA INTERNTIONAL CHIMNEY, (herein VENDOR), has been awarded the contract for the Erection of the Hot Salts Tank New Foundation at the Crescent Dunes Solar Energy Project, which COBRA is executing for TONOPAH SOLAR ENERGY, LLC (herein OWNER) at Tonopah, NV (U.S.A.).

In witness whereof, both parties hereby sign this CONTRACT in duplicate on the aforementioned date:

VENDOR	COBRA THERMOSOLAR PLANTS INC.		
Name: <i>GILBERTO ALVAREZ</i>	Hernán Llana <i>Project Manager</i>	Marcos Caballer <i>Procurement Director</i>	Jose Antonio Fernández <i>General Manager</i>
Position: <i>Project Manager</i>	<i>Hernán Llana</i>		
Signature	Signature	Signature	Signature
DATE: <i>1/23/2020</i>	DATE: 1-22-20	DATE:	DATE:



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

1. PURPOSE

Through this Order, COBRA THERMOSOLAR PLANTS, INC. (herein COBRA) , hereby confirm that KARRENA INTERNTIONAL CHIMNEY, (herein VENDOR), has been awarded the contract for the Erection of the Hot Salts Tank New Foundation at the Crescent Dunes Solar Energy Project, which COBRA is executing for TONOPAH SOLAR ENERGY, LLC (herein OWNER) at Tonopah, NV (U.S.A.).

2. SCOPE OF WORK

The VENDOR scope of work consist in provide all necessary means (including manpower, machinery, equipment/cranage and tools , auxiliary means , materials supply...) to complete the execution of the new foundation of the hot salts tank as per the terms and conditions and technical requirements written in this contract and its appendixes.

Design of the new foundation and execution procedure is provided by COBRA according with the drawings and technical specifications included in appendix 1 of this contract:

Appendix 1 – Technical specifications , procedures and Drawings

CDS-10-YC-WRO-CPI-003 and its annexes:

- Annex I Project master Data
- Annex II Tank Characteristics.
- Annex III HST new foundation design and specifications
- Annex IV HST new foundation erection procedure.
- Annex V HST Carbon Steels supplied by COBRA

Also the clarifications exchanged in written between COBRA and VENDOR before the contract awarding date, which are included in Appendix 2 of this contract will be applicable to clarify any of the tasks in the scope of work.

<u>Project Site Address</u>	<u>Directions to Site</u>
CRESCENT DUNES SOLAR ENERGY PROJECT Cobra Thermosolar Plants, Inc. 11 miles N. Gabbs Pole Line Road NV89 Tonopah, NV 89049-1569 United States of America	Located 11 miles North on Gabbs Pole Line Road from the intersection of US-95/US-6 and Gabbs Pole Line Road. (15 miles NW of Tonopah, NV)



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

VENDOR acknowledge, to have received enough information from COBRA at the date of this contract and that has done several walk-downs on the site location and have proper knowledge of the site conditions, to be able to complete the scope of work by the lump sum price complying with the contract schedule, with the only exclusions listed below and clarified in the appendix 2 of this contract. Everything needed to complete the scope of work, not listed in the exclusion list, is considered as included in VENDOR scope.

Exclusion list:

- a. All aspects of Foundation Design, including reinforcement design.
- b. Engineering and drawings inc. PE stamp.
- c. Removal of all demolished materials including concrete – Note to be removed by others providing a clear area with in 100 yards of Exterior Tank Perimeter.
- d. Supply of Carbon Steel air cooling pipes as detailed on drawing CDS – 10 – UWS – CDF – IDO - 001
- e. All refractory material (Hortix 1256 ZR – 7) – (Horlite 1300 V-G) – To be delivered to site.
- f. All expanded clay Arlita as required – To be delivered to site.
- g. All Carbon Steel required for the foundation construction (Steel Ring, Sliding Ring) – Ref drawing CDS – 04 sheet 4
- h. (If required) - Fibers for Refractory Reinforcement.
- i. All water required to Mix Refractory (Total volume required = 140,000 Gallons) to be made available adjacent to HST foundation – Water quality needs to be confirmed by Refralia – Anticipated to be (PH7)
 - VENDOR will be responsible for take care of the water temperature and provide tanks. COBRA will just supply the volume of water required within the PH range required by Refralia

VENDOR shall maintain the HST surrounding areas in good condition during the execution of the work. VENDOR has to be aware that the structure, piles and soil shall be kept in good condition during the foundation work.

2.1. Documentation

It's also included in VENDOR scope of work to provide the following documentation:

Technical Dossier:

- Erection procedure
- Workshop drawings
- Erection drawings and as built drawings

Quality Dossier:

- PQR, WPS, Welders Homologations
- MTR of consumables
- NDT inspectors qualifications and NDT reports

Progress Report Documents:

- Project Schedule (Microsoft Project Format) with detailed duration of each activity.
- Weekly progress report including at least:



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

- Activities performed during the previous week
- Unforeseen activities, delays and action plans to mitigate them
- Forecasted activities for the upcoming week
- Project scheduled updated with base line reference deviations
- Safety issues and corrective actions

2.2. Health & Safety requirements

- a) VENDOR will perform the work in accordance with OSHA regulations and in compliance with COBRA Safety, Health and Environmental Onsite Requirements Contractors included in Appendix 6 of the contract.
- b) Work procedure and Safety plan will be provided by VENDOR no later than the Kick-off meeting. This procedure will need to be approved by COBRA and OWNER before to start the mobilization. This plan must include any ventilation method to work under the tank, and also any requirement due to confined space classification (if applicable).
- c) VENDOR must provide a safety manager onsite with proper knowledge of the H&S applicable regulations to make sure the work is performed according to the OSHA requirements.

2.3. Optional scope:

If required by COBRA , supported with a contract extension, VENDOR will execute any of the following scope of work.

- **ERECITION OF FOUNDATION LOWER CONCRETE SLAB**, if requested by COBRA this will be done as the first step after mobilization. Lower concrete slab is defined in Appendix 1 of the contract. The execution of this optional scope will add 3 weeks to the contract schedule as per article 4 of this contract.
- **METAL FIBER REINFORCEMENT**, if requested by COBRA, VENDOR will add the inclusion of mixing in metal fibers into the volume of refractory specified by COBRA in the request. Metallic fibers supplied by COBRA. Estimated volume of metallic fibers to be added. This optional won't have any impact in the project schedule.

2.4. Change Orders/Extra works:

Any change to the original contracted scope has to be addressed and approved in writing by COBRA. For this approval it is necessary the mission of the assessment in cost and schedule to COBRA.

Additional work which the Contractor may be required to carry out will not give rise nor to a extension to the completion date nor to increase the contract price unless this has been expressly agreed in writing in each case with COBRA THERMOSOLAR PLANTS. These change order impacts need to be notified and duly justified to COBRA in writing within eight days from the date at which the Contractor became aware of the extra work and the causes of this extra work.



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

2.5. Davis Bacon Prevailing Wages:

Vendor shall comply, and cause its Subcontractors to comply, with all Davis-Bacon Act Requirements during and in connection with the Works. The Vendor shall be responsible for the possible penalties or damages as a result of a failure to comply with Davis-Bacon Act requirements for itself and any subcontractor it may have subcontracted and recognize be informed and have the knowledge to use the right work classification and the right wage determination rates in appliance in the project, being responsible about its correct use. Davis Bacon Act compliance statutes are included as Appendix 4. Applicable wages NV32.

LCP Tracker excel sheet included in this appendix 4 must be sent by email prior to start the works onsite.

VENDOR shall be responsible of uploading certificate payrolls in a weekly basis for all his employees or subcontractors employees for the dates they have worked onsite. COBRA will assist VENDOR in this process if needed.

3. PRICES

VENDOR will execute the contractual scope of work complying with the contractual schedule by the Lump Sum Fixed Price (Before taxes) of:

4,920,620.85 USD
(Four Millions Nine Hundred and Twenty Thousand
Six Hundred and Twenty US Dollars with 85/100)

3.1. PRICE BREAKDOWN

ITEM	DESCRIPTION	Price
1	Crew Mobilization/demobilization	\$ 271.504,24
2	Carbon steel Sliding and circumferencial ring Plates preparation off site for the anular ring + site delivery (Raw Plates ID. R,C,S supplied by Cobra at Subcontractor Workshop)	\$ 79.625,70
3	Auxiliary means for concrete cure process due to winter temperatures (heater, tents, solution to be provided by supplier)	\$ 96.000,00



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

4	Erection Concrete wall ring (supply/ rebar/ man power/ means)	\$ 474.142,12
5	Refractory insulation inner Ring wall erection (man power/ means) including handling of concrete big bags from Cobra's warehouse to tank location	\$ 232.760,83
6	Placing and Compaction of Expanded Clay (man power/ means) including handling of Arlita (aggregate) big bags from Cobra's warehouse to tank location	\$ 244.785,08
7	Supply and installation of Polyethylene film (supply /man power / means) according to CDS-04_SH3	\$ 99.020,60
8	Forming Lower Slab (horlite 1300 Vg) - light refractory Concrete (man power/ means) including ceramic fiber supply including handling of concrete big bags from Cobra's warehouse to tank location	\$ 1.341.799,54
9	Installation of perimeter Carbon steel Sliding Ring and circumferential carbon steel ring (man power / means)	\$ 76.644,06
10	Supply and Installation of 2 1/2" Pipe Drains (supply /man power / means)	\$ 58.439,73
11	Forming of Ext Ring dense Refractory Concrete (man power/means). Including handling of big bags from Cobra's warehouse to tank location	\$ 123.156,16
12	Forming of Ext Ring light CONCRETE (man power/means). Including handling of big bags from Cobra's warehouse to tank location	\$ 123.156,16



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

13	Supply of Drain Channel materials as per CDS-04_SH4 and erection over upper surface of light refractory concrete	\$ 116.508,00
14	Forming and Placing of Dense Refractory (1256ZR7 - Top Slab) Includes supply and conforming of EPS block formworks (according with TO NEW HST FOUNDATION ERECTION PROCEDURE) Includes handling of big bags from Cobra's warehouse to tank location Includes Installation of sliding fixing plates (Detail S CDS-04_SH2)	\$ 1.417.067,73
15	Sampling and testing according with applicable CODES and NEW HST FOUNDATION ERECTION PROCEDURE.	\$ 115.990,08
16	QA/QC documentation and Erection Technical dossier preparation	\$ 50.020,83
TOTAL PRICE		\$ 4,920,620.85

3.2. OPTIONAL PRICES

OPTIONAL ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Mass Concrete pad (lower slab) including installation of cooling pipes supplied by COBRA	1	\$ 582,819.84	\$ 582,819.84
Adding metallic fibers during the refractory mixing	Volume to be determined (cubic meters)	\$31.5/m ³	Unit price x volume



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

4. SCHEDULE

The scope of work will be completed by the contractual lump sum price in a total period of 17 weeks since the mobilization date, according the schedule below:

ID	Activity	SCHEDULE																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1	Site Mobilization and mass concrete slab cleaning																	
3	Construction of Concrete Ring Wall																	
4	Forming of Ring Wall insulation																	
5	Placing and compaction of expanded clay																	
6	Forming of lower slab (Horlite 1300 VG)- Light refractory concrete																	
7	Installation of Perimeter Steel inc. sliding ring																	
8	Installation of 2 1/2" Drain Pipes																	
9	Forming of Ext. Ring dense refractory concrete (Hortix 1256 ZR7)-R1																	
10	Forming of Ext. Ring light refractory concrete (Hortite 1300 VG)-R2																	
11	Installation of A240 34TH Drainage channels																	
12	Placing of Dense Refractory sections (1256 ZR7)- Top slab																	
13	Site Demobilization																	

- Mobilization start date of - Monday 01/27/2020. Conditioned to the upfront payment is released by COBRA before that date.
- Forecast completion of Dense Refractory Installation (Top slab) = Wednesday 05/20/2020

ID	Activity	SHIFTS	Start Date	End Date
1	Site Mobilization and mass concrete slab cleaning	Single shifts	Monday, 27 January 2020	Wednesday, 5 February 2020
3	Construction of Concrete Ring Wall	Single shifts	Monday, 3 February 2020	Monday, 24 February 2020
4	Forming of Ring Wall insulation	Single shifts	Monday, 24 February 2020	Monday, 2 March 2020
5	Placing and compaction of expanded clay	Double shifts	Tuesday, 3 March 2020	Monday, 16 March 2020
6	Forming of lower slab (Horlite 1300 VG)- Light refractory concrete	Double shifts	Tuesday, 17 March 2020	Monday, 13 April 2020
7	Installation of Perimeter Steel inc. sliding ring	Single shifts	Tuesday, 24 March 2020	Thursday, 2 April 2020
8	Installation of 2 1/2" Drain Pipes	Single shifts	Friday, 3 April 2020	Wednesday, 8 April 2020
9	Forming of Ext. Ring dense refractory concrete (Hortix 1256 ZR7)-R1	Single shifts	Thursday, 9 April 2020	Tuesday, 14 April 2020
10	Forming of Ext. Ring light refractory concrete (Horlite 1300 VG)-R2	Single shifts	Wednesday, 15 April 2020	Monday, 20 April 2020



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

11	Installation of A240 34TH Drainage channels	Double shifts	Thursday, 2 April 2020	Monday, 6 April 2020
12	Placing of Dense Refractory sections (1256 ZR7)-Tob slab	Double shifts	Tuesday, 7 April 2020	Wednesday, 20 May 2020
13	Site Demobilization	Single shifts	Thursday, 21 May 2020	Wednesday, 27 May 2020

VENDOR base line schedule is structured on the majority of work being performed utilizing two (10) hour shifts – 6 days a week with Activities 1 through 3 being performed on a single shift 6 x 10 hours.

But VENDOR must provide as many shifts and manpower as needed to complete the scope of work complying with this schedule.

KOM to be held onsite expected date: January 21st 2020.

After the KOM, VENDOR will provide a more detailed schedule with a break-down of the sub-activities and the duration of each one of them. This detailed schedule will be provided in Microsoft project format, and submitted weekly in the progress report showing the base line schedule vs the real progress schedule.

In case of executing the optional scope of the Lower Concrete Pad execution, this activity will add 3 weeks to the contract schedule. This activity will be done between activities 1 & 2 from the above list of activities.

Liquidated damages for VENDOR delays

If VENDOR Failure to complete the contractual scope of work during the contractual schedule, COBRA will have the right to apply liquidated damages as per the terms included in Appendix 4 of this contract, considering the following %:

3 weeks of delay: Grace period, no penalties from the completion date of Activity 11 as forecast on the schedule on the day of actual site mobilization.

4th week of delay: 1 % of the total order price

5th week of delay: additional 1 % of the total order price (2 % accum)

6th week of delay: additional 1 % of the total order price (3 % accum.)

7th week of delay: additional 1 % of the total order price (4 % accum.)

8th week of delay: additional 1 % of the total order price (5 % accum.)

Maximum cap for LD's due to delays will be a 5% of the total order price.

Organization of means & schedule limitations:

-SUCONTRACTOR will provide as many labor time, manpower and equipment as needed to complete the contractual scope of work without exceeding the contractual schedule nor the lump sum price.

- Labor Shifts will be discussed and agreed during the pre-construction KOM.



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

- No schedule limitations in matter of hours per day, or timetable restrictions are requested by COBRA.
- No schedule limitations in matter of hours per day, or timetable restrictions are indicated by VENDOR except for:
- If SUBCONTRACTOR need to interrupt the work, and do more than one mobilization for reasons not requested by COBRA, that won't affect the contract price.

5. WARRANTY PERIOD

VENDOR warranties that the work will be executed according to the design and procedures provided by COBRA. VENDOR won't be responsible for the design.

6. INVOICING AND PAYMENT METHOD,

Milestone	Concept	Documents to be presented with each invoice	Amount	Payment Terms
1	Upfront Payment at the signature of the contract	<ul style="list-style-type: none"> -Contract Signed - Advance payment Guarantee bond by 10% of the contract value -Conditional Lien Waiver signed and notarized by the amount of each invoice 	10% of the contract price	Prior to mobilization
Monthly	Work progress completed during that 4 weeks. (template of the monthly certification to be agreed during the Kick-off meeting)	<ul style="list-style-type: none"> - Monthly certification signed by COBRA -Conditional Lien Waiver signed and notarized by the amount of each invoice 	90% of each monthly certification	By bank transfer in net 30 days since invoice approval

COBRA undertakes to...

- Pay in full two outstanding Invoices associated with Cobra contract CDS-COM-OC-CPI-3000 prior to mobilization.
- Approve the monthly Application within 1 week of presenting it for review and approval, supposed that it has been correctly done by VENDOR.

Billing Address	Invoice shipping address
COBRA THERMOSOLAR PLANTS, INC. P.O. Box 1569 TONOPAH, NV 89049-1569 EIN: 27-5561159	COBRA THERMOSOLAR PLANTS, INC. P.O. Box 1569 TONOPAH, NV 89049-1569 Attention to: Accounts Payable By email: admin.tonopah@grupocobra.com



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

Taxes (VAT) : (if applicable) according international commerce regulations will be added separately to the contract price in the invoice. Retentions: Not applicable.

NOTICE:

Invoice can be submitted by email to admin.tonopah@grupocobra.com once COBRA has provided the approval of the monthly certification.

Invoices not sent to this email address won't be considered as received.

The Purchase Order Number (CDS-COM-OC-CPI-4014 REV.00) must be shown clearly on the invoices.

The invoice will be rejected if these are not shown.

Bank guarantee bonds:

Down Payment and Performance guarantee bond.

Contractor will submit no later than 1 week since the contract signature date, a bank bond using the template in Annex 1 of the General Purchasing conditions (Appendix 5 of this contract), by the amount of 10 % of the total order price, which shall remain valid until the completion of the scope of work (Expiration date June 3rd 2020). In case of the contractual schedule is extended due to any extra works, the validity of this bank guarantee bond will be extended accordingly. In case of the contractual price is extended due to any extra works, the amount of this bank guarantee bond will be extended proportionally.

8. ADMINISTRATION REQUIREMENTS

Vendor shall comply with and enforce applicable law relating to employment and occupational health and safety. In addition, Vendor shall timely comply with its obligations related to Taxes under applicable law. Additional requirements are established under the following subsections:

a. Department Of Energy (DOE) Contractual Documents

Vendor must comply with the fulfilment of the following documents to participate in this DOE Energy Project (Appendix 1). Instructions for the proper fulfilment of these documents are included as Appendix 3.

- Conditional Lien Waiver Form (CLW) – Submission with every invoice
- Unconditional Lien Waiver Form (ULW) – Submission after previous invoice payment received

b. State of Nevada Compliance

If required by COBRA, Vendor has to submit the following documentation with regard to Health Insurance compliance as specifically imposed by State of Nevada for the Project:

- Copy of the health insurance policy.
- Letter from the health insurance carrier stating that the employees have health insurance and naming the plan of their health insurance.
- If any of the employees is on a waiting period we need a letter from VENDOR stating the name of the employees and the company policy in reference to the waiting period.



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

- If any of the employees refuses to enroll in the health insurance plan, VENDOR shall send the waivers. Health Insurance Letter signed by the insurance carrier certifying that the health insurance plan compliance

c. Anticorruption policies and due diligence compliance

VENDOR will submit the forms filled and signed included in Appendixes 8 & 9 of the contract no later than 5 days after the contract signature date.

9. COMMERCIAL TERMS & CONDITIONS

The rest of commercial terms & conditions that rule this contract, are included in appendix 5.

10. CONTACT INFORMATION

COMMERCIAL/CONTRACTUAL ISSUES	TECHNICAL ISUES (Engineering)	SHIPMENTS TO SITE
Alberto Hermoso del Amo Project Procurement Manager Cell. +34 648970611 ahermoso@grupocobra.com	Santiago RODRIGUEZ HERRERA Engineering Project Manager Tel.: +34 91 456 95 00 ext. 9279 Cell: +34 638 77 97 48 ext. 5551 E-mail: srherrera@grupocobra.com	Danny Rivas COBRA Warehouse Manager Cell: +1 (702)-419-0532 warehouse.tonopah@grupocobra.com
TECHNICAL ISSUES (SITE) OR CONSTRUCTION ISSUES	PAYMENTS AND BILLING	HEALTH & SAFETY
Justo Rayo Calderón. Site Manager Cell.:+1 702 726-1485 justo.rayo@grupocobra.com	admin.tonopah@grupocobra.com Tel.: +1 702 479 5126	Hector Rodriguez H&Safety Supervisor hrodriguez@grupocobra.com

11. ANTICORRUPTION CLAUSE

1. The parties commit that, on the date of the entry into force of the contract, neither they nor their managers, officers or employees shall offer, promise, deliver, authorize, request or accept any undue advantage, economic or otherwise (or insinuating that they will do so or may do so at any point in the future) relating to the contract in some way and reasonable measures must be taken to prevent subcontractors, agents and other third parties under their control or determining influence from doing so.
2. The parties agree that, at all times in relation to the contract and throughout its subsequent duration, they shall comply and will take reasonable measures to ensure those subcontractors, agents and other third parties subject to their control or their determining influence also do so.



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

2.1. The parties shall prohibit the following practices at all times and in any way, in relation to public functions at international, national or local level, political parties, officers of a party or candidates for political office, directors, officers and employees on the one hand, whether these practices are carried out directly or indirectly, including through third parties:

a. Bribery is the offer, promise, authorisation or acceptance of any monetary gift or any other benefit or advantage for, through or carried out by, any of the persons listed above or any other person for the purpose of obtaining or retaining business or any other inappropriate benefit or advantage, for example, those relating to the award of contracts of public or private entities, regulatory permissions, tax or customs issues or legal or legislative procedures.

Bribery frequently includes:

i. Sharing part of the payment of an awarded contract, whether with the government, officers of political parties or employees of the other contracting party, or their relatives, friends, commercial partners, or

ii. Using intermediaries such as agents, subcontractors, consultants or other third parties to channel payments to the government or officers of political parties or to employees of the other contracting party, their relatives, friends or commercial partners.

b. Extortion or instigation of crime is the demand of a bribery or payment, whether accompanied or not by a threat in the event of refusing to provide that demanded. Any attempt at instigation or extortion must be rejected by the parties and they are urged to report such offence through the formal or informal reporting mechanisms available, unless such reports are considered counter-productive under specific circumstances.

c. Trading in influence is the offering or requiring of an undue advantage for the purpose of exercising inappropriate, real or supposed influence on a public officer for the purpose of obtaining a benefit or advantage for the instigator of the act or for any other person.

d. Laundering of the product of the aforementioned practices is the concealment or disguise of the illegal origin, of the source, location, provision, movement or ownership of assets with knowledge that such are the proceeds of crime.

"Corruption" or "Corrupt Practice(s)", include bribery, extortion or the instigation of crime, trading in influence and the laundering of money which is the proceeds of such practices.

2.2. In relation to third parties under control or subject to the determining influence of a party, including but not limited to agents, business development consultants, sales representatives, customs agents, general consultants, resellers, subcontractors, franchisees, lawyers, accountants or similar intermediaries, who act in the name of a party in relation to marketing or sales, in the negotiation of contracts, in the obtaining of licenses, permits or other authorizations, or in relation to any action, that benefits the party or as subcontractors in the supply chain, the parties must instruct them to not become involved or tolerate any act of corruption nor use them as a conduit to commit any act of corruption; contract them only insofar as necessary for the normal development of the business of the party; and not pay any remuneration greater than that appropriate for the services they legitimately provide.



PO BOX 1569 TONOPAH, NV 89049, EIN: 27-5561159 TLF: 702-479-5126 Ext.: 1002

3. If one of the parties, as a result of the right to carry out a contractually agreed audit, if any, of the accounting books and financial logs of the other party or in any other way, provides proof that the latter has participated in material or repeat breach of the paragraphs 2.1 and 2.2 above, it shall notify the latter party consequently and shall require it to adopt corrective actions necessary in a reasonable term and they provide a report of said actions. If the latter party does not adopt the necessary corrective actions, or these are not possible, it may, in its defence, proving that at the time of the breach or breaches, it had implemented the necessary preventive measures against corruption, adapted to its specific circumstances and capable of detecting corruption and fostering a culture of integrity within its organisation. If corrective actions are not adopted or, where applicable, the defence is not invoked in an efficient manner the first party may, at its discretion, suspend or terminate the contract, understanding that all sums contractually due at the time of the suspension or the resolution of the contract shall continue to be paid in the measure in which it is permitted by law.
4. Any entity, whether a court of arbitration or other dispute resolution body, which pronounces in accordance with the provisions for the resolution of contract disputes, shall have the powers to determine the contractual consequences of any alleged breach of this Clause.

12. APPENDICES

The following Appendices are included as part of this contract. In case of conflict between Contract Documents, the order of precedence shall be:

First: This Contract

Second: The Appendices, prevailing Appendix 1 over Appendix 2, Appendix 2 over Appendix 3, etc.

Appendix 1 – Technical specifications, procedures and Drawings

Appendix 2 – Technical clarifications before awarding date

Appendix 3- Department Of Energy Contractual Documents (CLW & ULW)

Appendix 4- Davis Bacon prevailing wages requirements

Appendix 5 – CDS-COM-GPC-CPI-0001 General Purchasing Conditions amended with KIC

Appendix 6- Health & Safety Requirements for Subcontractors

Appendix 7 - CDS-COM-PRO-CPI-007-REV8 Vendor Quality Assurance and Doc Management Proc. And documentation templates.

Appendix 8 – Due Diligence compliance form

Appendix 9 – Anticorruption declaration and environmental protocol declaration